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States is that positive assent by the shipper, and a definite consideration moving from the carrier are necessary for the formation of any contract limiting a carrier's liability. *Paddock v. Railroad*, 60 Mo. App. 328; *Blossom v. Dodd*, 43 N. Y. 264.

CARRIERS—REGULATION OF STATION GROUNDS—DISCRIMINATION AS TO HACKMEN.—*UNION DEPOT & RY. CO. v. MEEKING, ET AL.*, 94 PAC. 16 (COL.).—*Held*, that a railroad or depot company owning a strip of land at a passenger station for the accommodation of travelers on railroads may lawfully exclude some hackmen or carriers of baggage from using it as a hack stand for the purpose of plying their vocation; they being allowed free access to deliver outgoing and receive incoming passengers.

It is a settled rule that a common carrier has, by virtue of its right of ownership in its property, the control of its depots, subject only to the rights of the public having business relations with it. *Kates v. Atlanta Baggage & Cab Co.*, 107 Ga. 636; *Godbout v. St. Paul Union Depot*, 79 Minn. 188. In determining these rights of the public the conflict begins. Until quite recently the principle of the majority of cases has been that since the railroad acquired its grounds by the right of eminent domain, it could not grant special privileges that the State could not; *Indianapolis Union R. Co. v. Dohm*, 153 Ind. 10, and thus establish monopolies and enhance prices. *New England Express Co. v. Maine Cent. R. Co.*, 57 Me. 188. The strongly dissenting opinion in *Old Colony R. Co. v. Tripp*, 147 Mass. 35, goes so far as to claim that such discrimination leads to the control of passengers and merchandise beyond the carrier's own line. The principle of many modern decisions is that such exclusive privilege does not violate a reasonable preference by any common carrier to any persons, since this privilege does not apply to common carriers in respect to their services as carriers. *Norfolk & W. R. Co. v. Old Dominion Baggage Transfer Co.*, 99 Va. 111; *N. Y., N. H. & H. R. Co. v. Scovill*, 71 Conn. 136. It is thus an extension of the same principle laid down in the *Express Cases*, 117 A. S. 1, and recently applied so as to allow only one man to solicit orders for the sale of lunches in a depot. *Fluker v. Georgia R. & Bkg. Co.*, 81 Ga. 461.

CONSPIRACY—INJURY TO BUSINESS—PARTICULAR ACTS.—*WILSON v. HEY*, 83 N. E. 928 (ILL.).—*Held*, that the giving of notices by members of a union to third persons to excite their fear or reasonable apprehension that their business will be injured unless they break off business relations or cease patronizing the plaintiff are unlawful, and, if the notices given and the things done have the natural effect of exciting such reasonable fear and apprehension and accomplish the result intended, it is immaterial that they are not accompanied by direct threats. *Scott and Farmer, JJ., dissenting.*

It is the well established right of every dealer and tradesman to carry on his business in an open market, and to have all other business men left free to trade with him or not as they personally see fit. *Transportation Co. v. Standard Oil Co.*, 50 W. Va. 611; *Booth v. Burgess*, 65 Atl. 226 (N. J.). But since the enjoyment of rights by one person is often hampered by another's lawful exercise of a similar right, the merchant in his enjoyment of his right to an open market may suffer injury without having been wronged. For example, if workmen combine and simply withdraw their own patronage from one in order to persuade him to yield to their demands, though they may injure his business, they do him no wrong, since they are simply exercising their own right to choose their patrons. *Boutwell v. Marr*, 75 Vt. 1. And this same principle applies when merchants combine to control